and make available to the Board upon request payroll and other records to facilitate the checking of the amount of backpay due and the rights of employment.

Since it has been found that the Respondent has committed certain unfair labor practices it will be recommended that it cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act.

Upon the basis of the foregoing findings of fact, and upon the entire record in the case, I make the following:

CONCLUSIONS OF LAW

1. The operations of Respondent occur in commerce within the meaning of Section 2(6) and (7) of the Act.
2. The Union is a labor organization within the meaning of Section 2(5) of the Act.
3. By discriminating in regard to the tenure of employment of Beulah Brunelle, George Guerrin, Charles Henderson, Bernice Lyons, Nina Day, Marjorie Rice, Barbara Miller, Carol Shippee, Dorris Malone, Lawrence Anderson, Eleanor Burkewitz, and William Smith, Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(3) of the Act.
4. By the foregoing conduct, and by threatening its employees with loss of employment if they joined the Union, by threatening that it would close its plant in preference to dealing with the Union and by insinuating to its employees that their union organizing activities were under surveillance Respondent has interfered with, restrained, and coerced its employees in the exercise of their rights guaranteed them by Section 7 of the Act and thereby has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(1) of the Act.
5. The aforesaid unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.
6. Respondent did not violate Section 8(a)(3) or (1) of the Act, by the discharge of Gertrude Towne and Lillian Bickford whose union membership or activity, if any, was not established on the record herein.

[Recommendations omitted from publication.]

New Orleans Furniture Manufacturing Company *and* Local Union 3031, United Brotherhood of Carpenters and Joiners of America, AFL-CIO. *Cases Nos. 15-CA-1662, 15-CA-1659, and 15-CA-1709-1. October 4, 1960*

DECISION AND ORDER

On May 27, 1960, Trial Examiner George A. Downing issued his Intermediate Report in the above-entitled proceeding, finding that the Respondent had engaged in and was engaging in certain unfair labor practices, and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the copy of the Intermediate Report attached hereto. Thereafter, the Respondent filed exceptions to the Intermediate Report and the Respondent and the General Counsel filed briefs.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, the Board has delegated its powers in connection with this case to a three-member panel [Chairman Leedom and Members Rodgers and Jenkins].

The Board has reviewed the rulings made by the Trial Examiner at the hearing and finds that no prejudicial error was committed. The

rulings are hereby affirmed. The Board has considered the Intermediate Report, the exceptions and briefs, and the entire record in the case, and hereby adopts the Trial Examiner's findings, conclusions, and recommendations.

ORDER

Upon the entire record in these cases, and pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby orders that Respondent New Orleans Furniture Manufacturing Company, of Columbia, Mississippi, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Interrogating employees coercively concerning their union membership, sentiment and activities, engaging in surveillance of union activities and attempting to induce employees to engage in such surveillance, promising benefits to procure employees assistance in defeating the Union, and threatening to discharge employees who are for the Union, threatening to close or move the plant because of the Union, and threatening to decrease the workweek if the Union should come in.

(b) Discouraging membership in the Charging Union, by discharging employees, or discriminating in like or related manner in regard to hire or tenure of employment or any term or condition of employment, and to discourage membership in a labor organization.

(c) In any like or related manner interfering with, restraining, or coercing its employees in the exercise of their right to self-organization, to form, join, or assist the Charging Union, to bargain collectively through representatives of their own choosing or to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any or all such activities.

2. Take the following affirmative action which the Board finds will effectuate the policies of the Act:

(a) Offer to Albert V. Kaufman, Prentis C. Kaufman, and L. E. Davis immediate and full reinstatement to their former or substantially equivalent positions, without prejudice to their seniority or other rights and privileges, and make each of them whole for any loss of pay each may have suffered by payment to him of a sum of money equal to that which he normally would have earned from the date of discrimination against him to the date of the offer of reinstatement, less his net earnings during said period (*Crossett Lumber Company, Inc.*, 8 NLRB 440), said backpay to be computed on a quarterly basis in the manner established by the Board in *F. W. Woolworth Company*, 90 NLRB 289.

(b) Preserve and, upon request, make available to the Board or its agents, for examination and copying, all payroll records, social

security payment records, timecards, personnel records and reports, and all records necessary to analyze the amounts of backpay due and the rights of Albert V. Kaufman, Prentis C. Kaufman, and L. E. Davis under the terms of this order.

(c) Post in its plant at Columbia, Mississippi, copies of the notice attached hereto marked "Appendix A."[1] Copies of said notice, to be furnished by the Regional Director for the Fifteenth Region, shall, after being signed by Respondent's representative, be posted by the Respondent immediately upon receipt thereof and maintained by it for 60 consecutive days thereafter in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken to insure that said notices are not altered, defaced, or covered by other material.

(d) Notify the Regional Director for the Fifteenth Region, in writing, within 10 days from the date of this Order, what steps Respondent has taken to comply herewith.

[1] In the event that this Order is enforced by a decree of a United States Court of Appeals, there shall be substituted for the words "Pursuant to a Decision and Order" the words "Pursuant to a Decree of the United States Court of Appeals, Enforcing an Order."

APPENDIX A

NOTICE TO ALL EMPLOYEES

Pursuant to a Decision and Order of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, we hereby notify our employees that:

WE WILL NOT discourage membership in Local Union 3031, United Brotherhood of Carpenters and Joiners of America, AFL–CIO or in any other labor organization of our employees by discharging or refusing to reinstate employees because of their union membership and activities, nor will we discriminate in any other manner in regard to hire or tenure of employment, or any term or condition of employment, to discourage membershp in a labor organization.

WE WILL NOT interrogate employees coercively concerning their union membership, sentiments, and activities, engage in surveillance of union activities or attempt to induce employees to engage in such surveillance, promise benefits to procure employee assistance in defeating the Union, or threaten to discharge employees who are for the Union, threaten to close or move the plant because of the Union, or threaten to decrease the workweek if the Union should come in.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce our employees in the exercise of their right to form, join, or assist said Local Union 3031, United Brotherhood

of Carpenters and Joiners of America, AFL–CIO, to bargain collectively through representatives of their own choosing or to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection or to refrain from any or all such activities.

WE WILL offer to Albert V. Kaufman, Prentis C. Kaufman, and L. E. Davis immediate and full reinstatement to their former or substantially equivalent positions, without prejudice to their seniority or other rights and privileges, and make them whole for any loss of pay they may have suffered as a result of our discrimination against them.

All our employees are free to become, or refrain from becoming, members of the above Union, or any other labor organization.

NEW ORLEANS FURNITURE MANUFACTURING COMPANY,
Employer.

Dated_____ By_____
(Representative) (Title)

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.

INTERMEDIATE REPORT

STATEMENT OF THE CASE

This proceeding, brought under Section 10(b) of the National Labor Relations Act, as amended (61 Stat. 136), was heard in Columbia, Mississippi, on February 15, 1960, pursuant to due notice and with all parties represented. The consolidated complaints, issued on October 29, 1959, and January 27, 1960, respectively, and based on charges duly filed and served, alleged in summary that Respondent engaged in unfair labor practices proscribed by Section 8(a)(1) and (3) of the Act (1) by a series of specified acts of interference, restraint, and coercion from June 1959 through January 1960, and (2) by discriminatorily discharging and refusing to reinstate Prentis C. Kaufman, on September 11, 1959, Albert V. Kaufman on September 14, 1959, and L. E. Davis on December 31, 1959, because of their union membership and activities.

Respondent answered, denying all allegations of unfair labor practices. It admitted making the discharges but averred, as to Prentis C. Kaufman and L. E. Davis, that it had good and sufficient reasons for terminating them and that it reemployed Albert V. Kaufman, on or about October 12, 1959.

Upon the entire record in the case and from my observation of the witnesses, I make the following:

FINDINGS OF FACT

I. RESPONDENT'S BUSINESS; THE LABOR ORGANIZATION INVOLVED

I find on facts alleged in the complaint and admitted in the answers (i.e., annual extrastate shipments of finished furniture valued in excess of $50,000), that Respondent is engaged in commerce within the meaning of the Act, and that the Charging Union is a labor organization within the meaning of Section 2(5) of the Act.

II. THE UNFAIR LABOR PRACTICES

A. *Introduction and issues*

In June 1959 the Union began an organizational campaign at Respondent's Columbia plant, which employed approximately 400 employees. The General Counsel offered testimony by some dozen witnesses that from June 1959 through January 1960 Respondent, through its admitted supervisors, Lorenzo Herberger, plant super-

intendent, and Foremen Vernon (Bill) Bowles, Floyd (Jake) Moore, Edward Rochinski, and John White, engaged in a number of incidents of interference, restraint, and coercion (i.e, interrogations, threats, promises of benefits, surveillance, etc.,) in violation of Section 8(a)(1). In a substantial number of those instances Respondent's witnesses either admitted the conduct or made no denial of it, with Respondent contending mainly that the conduct was not coercive.

As to the three discharges, the issues were whether they were made because of union membership or activities, as alleged in the complaint, or for cause, as Respondent contends. So far as the evidence goes, however, there was little conflict in the testimony concerning the circumstances under which the discharges were made. Respondent also relies on the subsequent reinstatement of the Kaufmans [1] as affecting the need for a remedial order, but the General Counsel contends that neither reinstatement was properly made.

Though the evidence showed that Respondent's activities were interwoven into a single pattern of conduct, the events will be summarized under the topical heading of the alleged unfair labor practices.

B. *Interference, restraint, and coercion*

1. Interrogation

The General Counsel's witnesses attributed to Respondent's supervisors numerous and repeated instances of interrogation concerning their union membership, sentiments, and activities, including meetings with union representatives and possession of union cards. Such conduct was attributed to Foreman Floyd Moore by Wilford L. Lambert, Dorvin Bufkin, John W. Bozeman, James R. Gore, and Clayton Roberts; to Foreman Vernon Bowles by Albert Kaufman, Lavelle Broom, Albert D. Pierce, and Abraham McCoy; to Plant Superintendent Herberger by Albert Kaufman, Albert Pierce, and Webbie J. McKenzie; to Assistant Superintendent John White by Bozeman; and to Foreman Edward Rochinski by Prentis Kaufman.

Herberger, White, Rochinski, and Moore made no denial of the interrogations which were attributed to them. Bowles similarly did not deny the specific instances of interrogation attributed to him; and though he denied generally questioning employees about their union membership, he admitted he discussed with the employees their feelings about the Union.

2. Surveillance

On the night of September 5, Albert and Prentis Kaufman, brothers, met with W. J. Smith, the union representative, at the Deep South Motel (on the highway near the plant). The Kaufmans testified that they were questioned the next day (Albert by Bowles and Herberger; Prentis by Rochinski) concerning the visit and the presence of their truck at the motel. There was no denial of that testimony. Rochinski testified that Herberger had told him about the Kaufman truck at the motel, and for that reason he (Rochinski) asked Ray Hutchens, another employee, to find out if Prentis Kaufman was "messing with the Union." Herberger himself admitted he had the motel under surveillance because of the union activities in the plant and because "we were trying to find out what was going on."

Other evidence of surveillance and solicitation of employees to engage in surveillance was supplied by Bozeman's testimony that Moore questioned him as to what employees were for the Union and asked him to investigate to find out who was for it, and by L. E. Davis' testimony that Moore directed him to bring in to Moore union cards which Davis had gotten at the gate the previous evening. Moore's testimony contained no denial of the foregoing. Rochinski also admitted asking some of the employees in his department to let him know if any of the other men signed union cards and about contacts with union representatives.

3. Promises of benefit

Bozeman testified, without denial, that after Moore's solicitation of him to ascertain and to report on the union sentiments of other employees, Moore promised to pay his gas expense if he would come to Moore's home (18 miles away) for a talk. The purpose of the talk, as disclosed during the visit, was to get Bozeman's help in keeping the Union out of the plant (see section 4, *infra*).

Albert Pierce testified, without denial, that Herberger promised to pay his expenses to come to the plant for a talk on a Saturday. There Herberger pursued Pierce con-

[1] Although Respondent's brief represents that L. E. Davis has also been reinstated, Davis testified at the hearing that he had not been called back.

cerning his own union membership and his knowledge as to what other employees had obtained or signed union cards.

4. Threats

As a result of information which Pierce gave Herberger in their Saturday conversation last mentioned, Herberger called Pierce, Webbie McKenzie, and Turner (Turnidge) into his office on Monday. Pierce testified without denial that during the course of further conversations concerning their union membership and activities, Herberger stated the Company had made enough money that it could shut down the plant for 3 years.[2]

Bozeman testified, without denial, that in the visit at Moore's home (mentioned in section 3, *supra*), John White, the assistant superintendent, was also present, and that White endeavored to persuade him to go among the employees and keep them from signing cards, stating that if the Union came in, employees could not be switched from one job to another in the event of a shortage of materials, but would have to be sent home (thereby decreasing the workweek).

Bozeman also testified that on the occasion when Moore had asked him to report on employees who were for the Union (see section 2, *supra*), Moore stated that he would have to fire anyone who was for the Union. Bozeman testified further that later, having heard a rumor that he was to be discharged, he asked Moore about it and Moore replied he did not think so, but that, "they said they would if they found out enough evidence that you were with the union." Moore admitted talking with Bozeman about the Union but denied threatening to fire anyone who was for it.

Kermit Broom testified that Moore told him he had information that Broom was working for the Union, that he did not believe it, but that *if he had believed it, he would have discharged Broom.* Moore also referred to another plant in the area which was moving out because of the union. Moore did not deny Brown's testimony, though he denied generally having threatened anyone.

Davis testified that Moore once remarked to him, "You know what will happen if you mess with the union," pointing toward the office. More denied that testimony and denied threatening Davis.

Abraham McCoy testified to at least three occasions when Bowles warned him about "fooling around" with union representatives, stating that McCoy was getting Bowles "all messed up." On the final occasion, just before the hearing, Bowles repeated the warning, and added that he was trying to hold a job for McCoy (and other employees), but that they were "about to get me (Bowles) all messed up." Bowles did not deny McCoy's testimony, though he denied generally making any promises or threatening anyone.

Concluding Findings

I fully credit the cumulative testimony of the General Counsel's witnesses, particularly since the bulk of it was either admitted or not denied, and I find that the various conversations occurred substantially as they testified.

I therefore conclude and find that by its interrogation of employees concerning their union membership, sentiments, and activities, by its surveillance of union activities and its attempts to induce employees to engage in surveillance, by its promises of benefit to procure employees assistance in defeating the Union, and by its threats of discharge, express and implied, of employees who were for the Union, its implied threats to close or move the plant because of the Union, and its threat to decrease the workweek if the Union came in, Respondent interfered with, restrained, and coerced employees in the exercise of their rights as guaranteed by Section 7 of the Act.

C. Discrimination

The evidence summarized under section B, *supra,* is relevant, of course, to the issues surrounding the discharges, particularly the threats to discharge employees who were for the Union and, in the case of the Kaufmans, the admitted surveillance of the Deep South Motel and the repeated interrogations of Kaufmans concerning their visit and the presence of the Kaufman truck at the motel. We consider briefly other evidence relating to the individual dischargees, much of which, like that under the preceding section, is not in substantial conflict.

[2] In the context and setting in which the statement was made, it was plainly calculated to restrain the employees in their right to join or assist the Union in the organizational campaign.

1. Albert V. Kaufman

Following repeated interrogations by Bowles and Herberger concerning the presence of his truck at the motel and Kaufman's denials that he himself was present, Herberger finally told Kaufman to go back to his job and that there was "a little raise coming up." However, when Kaufman endeavored to punch in on Monday morning (September 14), he found his timecard missing from the rack, and Bowles (his foreman) affirmed that "they" had pulled it. When Kaufman later asked Herberger the reason for the discharge, Herberger told him it was "for messing with the Union."

Herberger, called adversely by the General Counsel, testified that he laid Kaufman off because he did not like Kaufman's "mental attitude or his appearance. The way he conducted himself," though he admitted he never warned Kaufman about those matters. Herberger explained that by mental attitude he meant Kaufman's attitude toward the Union, his union activity, and the fact that Kaufman was talking to people in the plant, "trying to talk them into signing union cards"; and by appearance, he could have meant Kaufman's union activities and his talking to people around the plant, which he surmised was about the Union because Kaufman had been talking with the union representative. Indeed, Herberger admitted that in discharging Kaufman, he told Kaufman it was because of his attitude *and his union activities.*

Kaufman was called back and reinstated to his former job on October 12. However, he was paid only $1 an hour as against the $1.05 he earned before his discharge, despite a complaint to Bowles. Bowles admitted that Kaufman asked him for help in getting back his 5 cents in pay, but testified that the matter slipped his mind.[3]

2. Prentis C. Kaufman

Prentis Kaufman had been employed in the shipping department for some 2 years under Edward Rochinski, but had formerly worked under Floyd Moore in the mill department. Kaufman testified that on September 11, the day following Rochinski's final interrogation concerning the motel incident, Rochinski discharged him, assigning as the reason a reduction in production. When Kaufman asked if it was because of the Union, Rochinski replied, "Well, more or less."

Herberger testified that the discharge was made in a reduction of force due to the slowing up of orders, that he told Rochinski to lay off someone, and that Rochinski made the selection. Though Rochinski testified that he selected Kaufman because he was not of proper stature to handle some of the furniture, he admitted that Kaufman was a good worker and that he had never criticized Kaufman about his work.[4]

That Kaufman's union activity was the basis of his selection for discharge, not his alleged shortcomings as a workman, was fully confirmed by Rochinski's further testimony in which he admitted that a further reason for the discharge were the rumors he heard of Kaufman's union activities, and that he considered that to indicate that Kaufman was not satisfied with his job. Rochinski explained further that because of Kaufman's known affiliation with the Union and his possession of cards, he felt Kaufman might do a lot of talking while at work, and on that basis he would be the man to discharge.

Rochinski testified finally that Herberger and Baird (the vice president) had mentioned Kaufman's connection with the Union in talking about the choice of a man for layoff but had said the decision was his own to make. As to whether that was a hint for him to choose Kaufman, he answered, "Yes and no. I don't know how to answer that. I'd already formed an opinion before I talked to [them] relative to that subject." That opinion, he explained, was that Kaufman was in some way affiliated with the Union, and that made it easier for him to select Kaufman as the man for discharge. The cross-examination continued:

> Q. You would discharge a man for affiliation with a union, isn't that correct?
> A. I would as long as the company said so.
> Q. And that's why you discharged Kaufman, sir?
> A. Yes, sir.

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[3] Though Herberger testified that Kaufman was reinstated at his old rate of $1.05, Respondent produced no record to refute the Kaufman-Bowles testimony

[4] Indeed, Rochinski did not deny Kaufman's testimony that after Kaufman received an offer of reinstatement to a different job in November, he assured Kaufman there was nothing wrong with his work in the shipping department, that he needed Kaufman back, wanted him back, and had tried to get him back.

On November 10 Herberger wrote Kaufman as follows:

> There is a vacancy in the mill open for you if you desire it. The vacancy is one that a short man like yourself can handle and does not require the height which stackers in the shipping department should have. Furthermore, the spot I have in mind for you is one that will be free from the dust which caused you to transfer to the shipping department.
>
> If you are interested, please see me at your earliest convenience. The wage rate will be the same as previously paid.

Relevant to the question whether that was a bona fide offer of substantially equivalent employment was Kaufman's conversation with Rochinski, mentioned in footnote 4, *supra*. In any event, Kaufman testified that he accepted the offer without protest and without telling Herberger of his talk with Rochinski or of any preference for his old job in the shipping department.

Kaufman went to work on November 16, and was put on various jobs from then until December 31, during which time Moore assured him his work was all right. On December 31, Moore told him he was discharged because his work was not satisfactory.

Though Kaufman testified that his work on the new jobs was not harder than that in the shipping department, he did object to the dust on some of them, though he made no complaint on that score. He also spoke to Moore about overtime on the new job, but did not object on that score either because, "We agreed, I didn't grumble about that."

3. L. E. Davis

Davis was employed in the finishing mill under Floyd Moore. Davis testified to an occasion when Moore warned him about "mess[ing] with the Union" (section B, 4, *supra*), and to another occasion when Moore ordered him to bring in the union cards which Davis had gotten at the gate (section B, 2, *supra*).

Davis was discharged on December 31, shortly after Davis had solicited Ellis Broom to sign a union card. Davis was repairing Broom's machine at the time and Broom was standing by, waiting. Davis testified that Moore stated he was discharging him because Davis was "messing with the Union." Moore's testimony contained no mention of Davis' discharge and no denial of Davis' testimony concerning it.

Herberger testified that he ordered Davis' discharge after a report from Moore and a statement from Broom that Davis had asked him to sign a union card during working hours, and that that was the only reason for the discharge. Herberger admitted, however, that Respondent had no published rules concerning employee conduct in the plant (except concerning smoking and early punching in), none regarding solicitations, as for charities, etc., and no rule against talking on the job. He admitted that employees and foremen have (when given approval) solicited on company time for charity and for United Fund donations. Indeed, Herberger admitted that during the Christmas season employees collected money for gifts to their supervisors without getting permission so far as he knew.

Concluding Findings

The entire evidence plainly established that the three discharges were made because of the union activities of the employees involved. Since the testimony of the employees that they were so informed was admitted or fully confirmed by Respondent's supervisors, no detailed analysis of the evidence or probing for motive is necessary.

In the case of the Kaufmans, Respondent's evidence not only failed to substantiate the alleged "cause" in each case, but it served only to confirm the General Counsel's case. In Davis' case, his solicitation of a fellow employee constituted protected concerted activity despite the fact it occurred during work time, since the evidence failed to establish that Respondent in fact had any bona fide rule forbidding solicitation of any kind. Or assuming *arguendo* the existence of such a rule, Herberger's testimony showed that it was enforced discriminatorily to restrain union activity. *"M" System, Inc., etc.*, 123 NLRB 1281.

It is therefore concluded and found on the entire evidence that by discharging Prentis Kaufman on September 11, Albert Kaufman on September 14, and L. E. Davis on December 31, 1959, Respondent engaged in discrimination to discourage membership in the Union.

The subsequent reinstatements of the Kaufmans do not avail Respondent either as a matter of defense or as avoiding the necessity of a remedial order. Even were

it assumed the reinstatements were properly made, an unfair labor practice was committed by each of the discharges and backpay would be due to the dates of the reinstatements. However, the evidence established that neither reinstatement was legally sufficient. Albert Kaufman was shorted 5 cents an hour, and Prentis Kaufman was not offered his former job in the shipping department despite the fact that Rochinski desired his return. Indeed, Kaufman's undenied testimony concerning Rochinski's statements showed Herberger's letter to be only a self-serving declaration in attempted support of the alleged ground for Kaufman's discharge, not a bona fide offer of reinstatement to his former position. Kaufman's failure to complain or to reject the offer did not absolve Respondent of its duty to offer him reinstatement to the position from which it unlawfully discharged him.

III. THE REMEDY

Having found that Respondent engaged in certain unfair labor practices, I shall recommend that it cease and desist thereform and that it take certain affirmative action of the type conventionally ordered in such cases, as provided under recommendations below, which I find necessary to remedy and to remove the effects of the unfair labor practices and to effectuate the policies of the Act. For reasons which are stated in *Consolidated Industries, Inc.*, 108 NLRB 60, 61, and cases there cited, I shall recommend a broad cease and desist order.

Upon the basis of the above findings of fact and upon the entire record in the case, I make the following:

CONCLUSIONS OF LAW

1. The Charging Union is a labor organization within the meaning of Section 2(5) of the Act.
2. By interfering with, restraining, and coercing its employees in the exercise of rights guaranteed by Section 7 of the Act, Respondent has engaged in and is engaging in unfair labor practices within the meaning of section 8(a)(1) of the Act.
3. By discharging Prentis C. Kaufman on September 11, 1959, Albert V. Kaufman on September 14, 1959, and L. E. Davis on December 31, 1959, Respondent engaged in discrimination to discourage membership in the Charging Union, thereby engaging in unfair labor practices proscribed by Section 8(a)(3) and (1) of the Act.
4. The aforesaid unfair labor practices having occurred in connection with the operation of Respondent's business as set forth in section I, above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States and substantially affect commerce within the meaning of Section 2(6) and (7) of the Act.

[Recommendations omitted from publication.]

F. J. Burns Draying, Inc. *and* George Fabian

Teamsters, Chauffeurs, Warehousemen and Helpers of America, International Brotherhood of Teamsters and Auto Truck Drivers, Local 85 *and* George Fabian. *Cases Nos. 20-CA-1797 and 20-CB-748. October 4, 1960*

DECISION AND ORDER

Upon charges duly filed by George Fabian, the General Counsel of the National Labor Relations Board, by the Regional Director for the Twentieth Region, issued a consolidated complaint dated March 25, 1960, against F. J. Burns Draying, Inc. (herein called the Respondent Company), and Teamsters, Chauffeurs, Warehousemen and Helpers of America, International Brotherhood of Teamsters and Auto Truck Drivers, Local 85 (herein called the Respondent Union),